

RESOLUTION
(SIGNING OF THE PRELIMINARY ENGINEERING AND NEPA SERVICES
AGREEMENT)

City of Lincoln, Nebraska

Resolution No. _____

Whereas: The City of Lincoln and Nebraska Department of Roads (NDOR) are proposing a transportation project for which the City of Lincoln will obtain Federal funds;

Whereas: The City of Lincoln understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: The City of Lincoln and Alfred Benesch & Company wish to enter into a Preliminary Engineering and National Environmental Policy Act (NEPA) Services Agreement setting out the various duties and fees for these services.

Be It Resolved: by the City Council, of the City of Lincoln that:

The Mayor is hereby authorized to sign the attached Preliminary Engineering and NEPA Services Agreement between the City of Lincoln and Alfred Benesch & Company.

The City of Lincoln is committed to providing local funds for the project as required by the previously executed Project Program Agreement.

NDOR Project Number HSIP-5253(1),

NDOR Control Number 13227,

N. 66th Street & Fremont Street Safety Project

Adopted this _____ day of _____, _____ at _____ Nebraska.
(Month) (Year)

The City Council, of the City of Lincoln:

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

[Signature of City or County Clerk or Corporate Secretary]

**DISCLAIMER APPLICABLE TO
THE SIGNING OF THE PRELIMINARY ENGINEERING AND NEPA SERVICES
AGREEMENT**

The following is a resolution drafted by the Nebraska Department of Roads (NDOR) that may be used by a Local Public Agency (LPA) when signing a Preliminary Engineering and NEPA Services for a Federal-aid transportation project. It is offered ONLY as an example resolution that could be used by the LPA with appropriate modifications, for participation in the LPA Federal-aid program, and is subject to change. The LPA is responsible for the language in its actual resolution. This sample resolution should only be used after the LPA has thoroughly reviewed all Federal-aid program requirements, investigated all issues related to the LPA's statutory duties and responsibilities, and determined that it is in its best interest to continue to seek Federal-aid funding for this project. NDOR has not made any effort to investigate, or include in this sample resolution, any other requirements that the LPA should include in the resolution or that the LPA must meet in order to undertake a project of this type (including designation of a Responsible Charge (RC) person, if the RC has not been designated yet or if the LPA is designating a RC to replace the previous RC). **Any changes to any substantive commitments of this sample resolution shall be approved in advance in writing by NDOR, or such changes will be considered null and void.** The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOR LPA Guidelines Manual for Federal-aid Projects.

**LPA – CONSULTANT
PROFESSIONAL SERVICES AGREEMENT**

CITY OF LINCOLN
ALFRED BENESCH & COMPANY
PROJECT NO. HSUP-5253(1)
CONTROL NO. 13227
N 66TH & FREMONT STREET SAFETY PROJECT
PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, made and entered into by and between the City of Lincoln, hereinafter referred to as the "Local Public Agency" or "LPA", and Alfred Benesch & Company, hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the LPA used a qualification based selection process to select the Consultant to render professional services for the above named project at the location shown on Exhibit "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and agrees to comply with all applicable federal-aid transportation related program requirements, so that Consultant's costs under this agreement will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the applicable terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge, and

WHEREAS, the Parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this agreement the following terms are used, they will have the following meaning:

"LPA" stands for Local Public Agency, and in this agreement means City of Lincoln, unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

"CONSULTANT" means the firm of Alfred Benesch & Company and any employees thereof, whose business and mailing address is 825 J Street. Lincoln, Nebraska, 68508, and

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual, and

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation, and

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives, and

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives, and

To "ABANDON" the services means that the LPA has determined that conditions or intentions as originally existed have changed and that the services as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen, and

To "SUSPEND" the services means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the services completed or submitted are unsatisfactory, and that the services as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to

abandon or terminate the services or to reinstate it under the conditions as defined in this agreement, and

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 3. THIS SECTION HAS INTENTIONALLY BEEN LEFT BLANK

SECTION 4. TERM OF THE AGREEMENT

This agreement becomes effective upon proper execution and will end upon acceptance by the Consultant of the final payment from the State.

SECTION 5. SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. The Consultant agrees to provide preliminary engineering for project HSIP-5253(1), 13227, in Lancaster County, Nebraska as set out in Exhibit "A", entitled Scope of Services and Fee Proposal, which are attached and hereby made a part of this agreement.

Exhibit "A" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A"

The LPA has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.

SECTION 6. STAFFING PLAN (For PE Services)

The Consultant has provided LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team members will be agreed upon and identified in this agreement. The primary team is expected to be directly responsible for providing the services under this agreement. This document shall specify the

role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During design, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

SECTION 7. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form, and attach it to this agreement. This form is available on the Department of Roads' website at www.transportation.nebraska.gov/projdev/#save.

2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-108.

SECTION 8. NOTICE TO PROCEED AND COMPLETION DATE (PE)

Any services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all the services according to the schedule in attached Exhibit "A" and shall complete all services required under this agreement in a satisfactory manner.

Any costs incurred by Consultant after the completion date are not eligible for reimbursement unless the Consultant has received a written extension of time from LPA.

The completion date will not be extended because of any avoidable delay attributed to the Consultant, but delays not attributable to the Consultant, such as delays attributable to the LPA may constitute a basis for an extension of time.

SECTION 9. FEES AND PAYMENTS

The general provisions concerning payment under this agreement are set out on the Exhibit "B", attached hereto and hereby made a part of this agreement.

For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$10,673.12 and up to a maximum amount of \$81,747.53 for actual costs in accordance with Exhibit "B". The total agreement amount is \$92,420.65.

SECTION 10. PROFESSIONAL PERFORMANCE (LPA PE)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the Consultant's work product which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional services to be accomplished by the Consultant pursuant to this agreement. The Consultant further understands that acceptance or approval of any of the work

of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work project of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration, or reworking of the Consultant work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its services, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 11. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate the agreement at any time and such action on its part will in no event be deemed a breach of this agreement. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates the agreement as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31 provided however, that in the case of suspension, abandonment or termination for breach of this agreement, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. For the abandonment or termination of this agreement, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this agreement.

SECTION 12. OWNERSHIP OF DOCUMENTS (11/17/11)

All surveys, maps, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA at the conclusion of the project without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the services covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

Further, Consultants' time sheets and payroll documents shall be kept in Consultants' files for at least three years from the completion of final cost settlement by FHWA and project closeout by the State.

SECTION 13. CONFLICT OF INTEREST LAWS

The Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the LPA's project to remain fully eligible for Federal funding. By signing this agreement, the Consultant certifies that Consultant is not aware of any financial or other interest the Consultant has that would violate the terms of these federal provisions.

Consultants and Subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 14. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file

or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 3/16/11):

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

The Consultant agrees to obtain the written approval of the LPA prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 15. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or

violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 16. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work.

SECTION 17. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 18. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (PE) (1-24-12)

The Consultant agrees to save harmless the LPA from all claims and liability due to the error, omission, or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this agreement. Further, it is expected that in carrying out the work under this agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA in carrying out the work under this agreement.

Finally, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement. In any agreement Consultant has with a Subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the Subconsultant.

SECTION 19. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION

Coordinating Professional: As required by Neb.Rev.Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer, the LPA shall designate a Coordinating Professional for this project. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in § 81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat. § 81-3401 et. seq.). The Coordinating Professional shall also comply with

the provisions of the Act, including Neb.Rev.Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb.Rev.Stat. § 81-3421. The Consultant shall, and require its subconsultants to cooperate with the designated Coordinating Professional.

If the Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, the Consultant shall provide the LPA written notice of the name of the replacement within 10 business days.

Professional Registration: To the extent the work requires engineering services, the Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 20. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 21. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 22. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 23. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 24. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 25. NONDISCRIMINATION

- A. **Compliance with Regulations:** During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. **Nondiscrimination:** The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. **Solicitations for Subagreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as

may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.
- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 26. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

As outlined in the DISADVANTAGED BUSINESS ENTERPRISES Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 27. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. Neb.Rev.Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum, actual cost-maximum-not-to-exceed, or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb.Rev.Stat. §§ 81-1717 and 1718.** I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
 2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
 3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.
- 1. Instructions for Certification**
 - a. By signing this agreement, the Consultant is providing the certification set out below.
 - b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
 - c. The certification in this clause is a material representation of fact upon which reliance was placed when the LPA determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.

- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
 - f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
 - g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the LPA without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
 - i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.
2. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**
- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a

- public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 28. LPA CERTIFICATION

By signing this agreement, I do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.


SECTION 29. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 4th day of September, 2013

ALFRED BENESCH & COMPANY
Anthony Dirks, P.E.



Division Manager

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

EXECUTED by the LPA this _____ day of _____, 20__.

CITY OF LINCOLN
Chris Beutler

Mayor

Subscribed and sworn to before me this _____ day of _____, 20__.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

**SCOPE OF SERVICES
PRELIMINARY DESIGN
PROJECT: HSIP-5253(1)
CONTROL NO.: 13227
LOCATION: N. 66th Street & Fremont Street – Lincoln, NE
TYPE OF WORK: Safety Project**

EXHIBIT A

PROJECT DESCRIPTION

The project will consider improvements to the intersection of N. 66th Street and Fremont Street in Lincoln Nebraska.

A public meeting will be conducted early in the process to collect input from the public. In fulfillment of the NEPA process, alternatives will be investigated to improve the aforementioned intersection. Up to four design alternatives (not counting the "no build") will be developed and analyzed with input provided by the City of Lincoln, Nebraska Department of Roads (NDOR), design team, and local stakeholders. Alternatives will be investigated to the extent necessary to develop a comparison matrix documenting the major benefits, acceptance, costs, and subsequent impacts to the environmental resources.

Right-of-Way Survey, Functional Design, Final Design and Right-of-Way Services will be added to this contract, as a supplemental agreement, once a preferred alternative has been identified following the Plan-in-Hand (PIH) meeting. The supplemental agreement will also include additional QA/QC, meetings and project management efforts associated with the additional services.

LPA/NDOR TO PROVIDE OR COMPLETE

1. Sample plans on a similar project.
2. As-built plans of existing facility.
3. Projected 2040 Traffic Volumes
4. Five year of Crash Data including Crash Reports.
5. Electronic Aerial photos in TIF format.
6. NDOR Hydraulic Analysis Guidelines 2009.
7. Public Meeting brochure format and samples
8. Adjacent property ownership data.
9. Deeds for previous R.O.W. projects (including railroad maps, railroad leases and city plats, if applicable).
10. Control points, ties, and benchmark information.
11. Right-of-way plans, plats and/or maps.
12. LIDAR DTM (DAT or TIN) on DVD.
13. Wetland delineation and mitigation area design parameters.
14. Information available on the Department's website (www.dor.state.ne.us)
 - a. Geopak downloads (includes criteria files)
 - b. CADD Policy
 - c. Design drafting cell libraries
 - d. State of Nebraska Minimum Design Standards 2008
 - e. NDOR Design Process Outline (DPO), which also includes the plan-in-hand report outline, summary of quantities list, and checklists for design, plan-in-hand, earthwork, public hearing, and cost estimate.
 - f. NDOR Pipe Policy. (<http://www.dor.state.ne.us/docs/pipe-policy-english.pdf>)
 - g. Nebraska Highway Reference Log Book 2008.
(<http://www.transportation.nebraska.org/docs/logbook.pdf>).
 - h. NDOR Access Control Policy, 2006
<http://www.nebraskatransportation.org/roway/pdfs/accesscontrol.pdf>
 - i. Standard item list.
 - j. Roadway Standard Plans/Standard Special Plans
 - k. Border sheets (MicroStation files) (<http://www.nebraskatransportation.org/roadwaydesign/microstation.htm>).
 - l. MicroStation bridge design files, including base sheets, current design standards, libraries, etc.
 - m. Traffic signing cell library.
 - n. Nebraska Topography Labeling Application (mdl application for use with Geopak).
 - o. NDOR Roadway Design Manual, 2006
(<http://www.transportation.nebraska.gov/roadway-design/pdfs/rwydesignman.pdf>).
 - p. Survey & Planimetric Info & Guidelines
(<http://www.nebraskatransportation.org/roadway-design/planimetric.htm>)

- q. NDOR Drainage Design and Erosion Control Manual
(<http://www.transportation.nebraska.gov/roadway-design/dd-ec-manual.htm>).
 - r. NDOR Bridge Office Policies and Procedures Manual. (BOPP)
(<http://www.transportation.nebraska.gov/design/bridge/downloads-manuals.html#bopp>).
 - s. NDOR ROW Manual.
 - t. NDOR Hydraulic Analysis Guidelines, 2009
 - u. NDOR Consultant Manual.
15. NDOR survey manual.
 16. Survey traffic control policy.
 17. Traffic safety signs (survey/inspection).
 18. Information on USC and GS and/or USGS bench marks.
 19. USGS Quad map(s) for the project.
 20. State Plane Coordinate Manual.
 21. NDOR Policy for Accommodating Utilities on Highway Right-of-Way.
 22. Names of known utilities, addresses and permits listing use and occupancy permit data.
 23. Traffic Study Traffic Engineering Recommendations.
 24. Pavement Design
 25. Title Research
 26. City would be responsible for appraising and negotiating with the property owner(s) and filing the deeds with the County.

APPLICABLE PUBLICATIONS

The Consultant shall follow the criteria of the current applicable publications. These publications and others which the Consultant may use in this work are:

1. AASHTO LRFD Bridge Design Specifications, 4th Edition.
2. Nebraska Minimum Design Standards – Counties, Municipalities, State, 2008
(<http://www.transportation.nebraska.gov/gov-aff/pdfs-docs/MinDesStds.pdf>).
3. A Policy on Geometric Design of Highways and Streets 2004 (AASHTO).
4. State of Nebraska 2006 Roadway Design Manual
(<http://www.transportation.nebraska.gov/roadway-design/pdfs/rwdesignman.pdf>).
5. Nebraska Department of Roads' Bridge Office Policies and Procedures Manual (BOPP).
(<http://www.transportation.nebraska.gov/design/bridge/downloads-manuals.html#bopp>).
6. Highway Capacity Manual - Transportation Research Board Special Report HCM2000.
7. State of Nebraska, Department of Roads, Standard Specifications for Highway Construction 2007. (<http://www.transportation.nebraska.gov/ref-man/specbook-2007.pdf>).
8. NDOR Policy for Accommodating Utilities on State Highway Rights-of-Way.
9. A Guide for Design of Structural Supports for Highway Signs, Luminaries and Traffic Signals (AASHTO).
10. IES Lighting Handbook (Illuminating Engineering Society).
11. An Informational Guide for Roadway Lighting (AASHTO).
12. Roadway Lighting Handbook (USDOT, FHWA).
13. National Electric Code (NFPA).
14. National Electric Safety Code (IEEE).
15. Guide for Standardized Highway Lighting Pole Hardware (AASHTO, ARTBA, AGC).
16. Manual on Uniform Traffic Control Devices (FHWA).
(<http://www.mutcd.fhwa.dot.gov/kno-millennium.htm>).
17. Traffic Control Devices Handbook (FHWA).
18. NDOR Crew Traffic Control Policy.
19. NDOR Instructions to Flaggers.
20. Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual.
21. Reference Guide Outline, Specifications for Aerial Surveys and Mapping by Photogrammetric Methods for Highways. (FHWA)
22. United States National Map Accuracy Standards Manual of Photogrammetry, Fifth Edition (American Society of Photogrammetry) and/or Digital Photogrammetry (An Addendum to the Manual of Photogrammetry and Remote Sensing).
23. U.S. Geological Survey National Mapping Program Standard for Digital Orthophotos. (Released 12/96).
24. Federal Aid Policy Guide, 23 CFR 650A.
25. FHWA Publication No. FHWA-IP-90-017, Hydraulic Circular No. 18 (HEC18).
26. Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS).
27. Bridges, Structure, and Hydraulics; FHWA Hydraulic Regulations and Non-Regulatory Supplements, Title 23, Section 650, Subpart A.
www.fhwa.dot.gov/engineering/hydraulics/policymemos.cfm

28. Federal Highway Administration Publication No. 18 (Evaluating Scour at Bridges)
www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
29. Hydraulic Engineering Circular No. 20, Stream Stability at Highway Structures
No. NHI-01-002. www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
30. Hydraulic Design Series No. 5, Hydraulic Design of Culverts Report
No. FHWA-IP-85-15. www.fhwa.dot.gov/engineering/hydraulics/library_listing.cfm
31. NDOR Publication "So You Want Access To The Highway".
<http://www.nebraskatransportation.org/row/pdfs/accessshwy.pdf>
32. NDOR Drainage Design and Erosion Control Manual.
33. Urban Drainage Design Manual Second Edition Publication No. NHI-01-021 (HEC22).
34. Hydraulic Design of Highway Culverts Report No. NHI-01-020.
35. Roundabouts: Informational Guide Publication No. FHWA RD-00-067.
36. Rules & Regulations for Highway Rail Grade Crossings.
37. American Railway Engineering and Maintenance of Way Association (AREMA) Manual.
38. Accessible Public Rights of Way Guide, July 2007).
39. Americans with Disabilities Act (ADA).
40. Americans with Disabilities Act Accessibility Guidelines.
41. AASHTO Roadway Design Publication.
42. AASHTO Guide for the Development of Bicycle Facilities 1999.
43. TRB Designing Safer Roads Practices for Resurfacing, Restoration and Rehabilitation
1987. Report 214 (for 3R projects only).
44. U.S. Geological Survey National Mapping Program Standard for Digital Ortho-photos
(Release 12/96).
45. LPD Guidelines Manual for Federal Aid Projects.
46. Evidencing Nebraska Land Titles (Nebraska Land Title Association)
47. Right of Way Design Consultant Manual
(<http://www.transportation.nebraska.gov/roway/pdfs/des-consult/row-des-cons-man.pdf>).
48. Right of Way Manual (<http://www.transportation.nebraska.gov/roway/doc-pub.htm#rowmanual>).

* If discrepancies occur between these publications, Consultant shall get a decision from the NDOR Project Coordinator.

TASK 1 PROJECT MANAGEMENT

a. Project Management

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-Consultants. Provide regular progress reports with invoices.

b. Coordination with Others

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants. This task does not include coordination with utilities.

c. Design Memorandum

The Consultant will prepare a design memorandum using DR Form 190, "Principle Controlling Design Criteria" establishing the design criteria to be used on the project and submit the information to Responsible Charge (RC) for concurrence.

TASK 2 GENERAL PROJECT MEETINGS

a. Kick-Off Meeting (1)

Upon notice from the RC, the Consultant will schedule and attend a kick-off meeting with the Local Public Agency (LPA) staff. The RC will supply a list of invitees and the Consultant will be responsible for notifying the attendees.

b. Progress Meetings (3)

The Consultant will schedule and attend all progress meetings. The Consultant will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. Utility review / coordination will occur with the progress meetings. The number of meetings and attendees can be found in the Work Plan.

c. Review Meetings (1)

The Consultant will schedule and attend review meetings to receive the RC's review comments from the submittals.

d. Plan-in-Hand

The Consultant will schedule and attend a plan-in-hand field inspection. This field inspection will follow the review of the plan in hand plans by the RC and NDOR.

TASK 3 TOPOGRAPHIC SURVEY

a. Topographical Survey

The Consultant will perform the necessary topographic ground survey including the existing centerline, intersecting streets, alleys and drives, tying the location of land monuments to the existing centerline, cross-sections and profiles necessary for the hydrologic study and hydraulic design of the drainage system. A topographic survey will be performed using electronic 'Total Station' technology in MicroStation/GEOPAK format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will include an exact and detailed tree count, noting the size, type and location (station and offset will be noted on the plans). The tree count will be conducted after the design has sufficient detail to identify which trees may be impacted by the project.

The limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information for build the proposed typical cross-section and show the limits of construction. The survey limits will extend 200 feet before the start of the project and 200 feet beyond the end of the project to accurately show the vertical and horizontal alignment of the roadway and the topographic features 100 feet either side of the centerline. No topographic survey is assumed along intersecting streets. Channel meanders will be identified and surveyed along their flow lines for 500 feet from roadway centerline.

b. Base Map Preparation

Consultant will create the base map using the topographic survey data.

c. Horizontal Control

The Consultant shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Horizontal control will be referenced to the State Plane Coordinate System using known land survey monuments.

d. Vertical Control

Vertical control will be completed by differential level circuit referenced to NAVD 88. Ties to control used for City of Lincoln projects in the area can be done for "design-fit" confirmation.

e. Locate Section Corners

The Consultant will survey section corners in order to assemble the geometry to create the right-of-way drawings.

f. Bench Level Run

Not included in this contract.

g. Utility Locates

Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

TASK 4 RIGHT OF WAY SURVEY – (TO BE ADDED BY SUPPLEMENTAL AGREEMENT)

TASK 5 UTILITY COORDINATION

a. Utility Location/Verification

The Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the RC will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

b. Utility Plan Submittals

With each plan submittal to the LPA the Consultant will distribute plans to public and private utilities within the project limits for review and comment.

TASK 6 PUBLIC INVOLVEMENT

a. Public Involvement Plan

The Consultant will develop a public involvement plan for review and approval by the RC. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. All information to be sent to the public or posted to the web shall be reviewed by the RC prior to distribution. The information will be submitted for review a minimum of one week prior to publication. The City of Lincoln will develop and maintain a database of project stakeholders.

b. Key Stakeholder Outreach (2 Meetings)

The Consultant and LPA staff will identify key project stakeholders for participation in focus group meetings prior to the public meetings. The Consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes.

c. City Council/County Board

At the request of the RC, the Consultant will provide supporting material or presentation material to the City for City Council / County Board updates.

d. Open Houses (1 Meeting)

The Consultant will schedule, arrange, and facilitate one (1) public open-house meeting. The Consultant will draft a newspaper notice of the open house to be reviewed by the RC. The notice of the open houses will be published 10 days prior to the event in a local newspaper as well as the project website.

During the public meeting, LPA staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

e. Website / Newsletters / Informational Materials

The Consultant will develop and maintain a web site for this project. The web site can reside on the Consultant's web page, but must be linked to the City of Lincoln's web page and must adhere to the City's standards in regards to content and appearance. The Consultant shall review and update the web site at a minimum on a monthly basis and will post/update open house information within 48 hours of open houses being scheduled. The web site shall be functional within three weeks of notice to proceed. The Consultant will develop and reproduce three (3) newsletters throughout the course of the project. Newsletters shall be mailed to all project stakeholders and posted to the web site. The Consultant shall also develop other informational material such as door hangers, postcards, or individual letters to property owners as requested by the RC. All

informational materials shall be reviewed and approved by the RC prior to printing and distribution.

f. Public Involvement Documentation

For inclusion in the NEPA documentation, the Consultant will document all public involvement activities through, and including, the public meeting. The documentation shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.

TASK 7 DRAINAGE ANALYSIS

a. Hydraulic/Hydrologic Analysis

The Consultant shall design closed drainage systems in accordance with the most current edition of the Nebraska Department of Roads, "Drainage Design and Erosion Control Manual". NDOR and FHWA are still refining their policy for storm sewer participation and updated guidance will be included in the NDOR LPA Manual. However, Chapter 6 of the LPA manual is the current policy and provides guidance for drainage design. Only those portions of the system directly impacted by the transportation project may receive Federal-aid Highway Transportation funds. The pay items for components related to the storm water drainage system need to be separated out, so that the amount of Federal-aid participation can be determined.

b. Preliminary Drainage Studies (Not included in this contract)

The Consultant shall review available drainage studies, identify overland flow paths and sumps. At the request of the RC, hydraulic design calculations and GEOPAK drainage models will be submitted for review.

Understandings and Assumptions for the drainage analysis task

- This contract does not include a Floodplain Study, modeling of the drainage systems or any drainage calculations.
- It is assumed that the existing system capacity is sufficient and only minimal design effort is included to connect any new or relocated inlets to the existing system.

TASK 8 TRAFFIC STUDY

a. Traffic Data Collection - 48- hour machine counts

The Consultant will conduct the 48-Hour Machine Counts at the following location to obtain 85th percentile speeds, vehicle classification and the average daily traffic. The machine counts will be completed at the following locations:

- N. 66th Street, north of Fremont Street
- N. 66th Street, south of Fremont Street
- Fremont Street, east of N. 66th Street
- Fremont Street, east of N. 66th Street

b. Traffic Data Collection - peak hour turning movement counts

The Consultant will conduct the following 12-hour turning movement count using a Miovision Camera to obtain the A.M. Peak and P.M. Peak Commuter Periods.

- N. 66th Street and Fremont Street

c. Projected Year Traffic Volume Forecast (20 Year Projection)

Consultant will review the projected Year 2040 traffic forecasts. The forecast volumes will be checked for reasonableness and developed into projected turning movement volumes.

d. Traffic Analysis

1. The Consultant will complete capacity calculations for the following traffic volume scenarios:

- Existing Conditions (Existing volumes, existing lane configurations)
- Projected Year 2040 Conditions (No Build)
- Projected Year 2040 Conditions with improvements (Up to four alternatives)

The capacity analyses include completing unsignalized intersection capacity analysis, traffic signal warrant analyses, traffic signal capacity analyses and roundabout capacity analysis using Synchro, HCS2010 and Sidra 6.0 Intersection software.

The Consultant will analyze and develop appropriate improvements to all legs of intersections along the project. The analysis will include turn lane locations and lengths, U-turn movements for passenger vehicles, sidewalk ramp locations and turning movement radii based on the design vehicle. Design vehicle will be determined by the vehicle classification counts.

2. Consultant will review the available crashes that have been reported for the past five years at the study intersection. The crash data review will be summarized into the traffic analysis report. This task will also include use of the Highway Safety Manual to compare the safety benefits of each project alternative.
3. Upon completion of the traffic analysis, the Consultant will prepare an alternatives analysis report, to be reviewed by the RC, that contains graphics as needed to reflect the recommendations, geometrics, and design alternatives studied.

e. Conceptual Alternatives

One informal meeting with the identified stakeholders will be conducted in order seek input and to present the design alternatives for the project. It is anticipated that four (4) build alternatives will be evaluated as part of the scope. They are subject to change based on input from stakeholders, but anticipated to be as follows:

- No-Build alternative
- Roundabout intersection (Build) alternative
- Signalized intersection (Build) alternative
- Construction of Traffic Calming Devices
- Unsignalized intersection alternatives with improved signage, visibility and/or ITS elements.

f. Conceptual Engineering

The conceptual design for the Build alternatives will be conducted to a level that provides the following:

- Calculation of ROW requirements, identification of property owners, delineation of structures to be taken, identification of the number and type of relocations, square foot to be taken, easements, residuals, assessment of access issues (City of Lincoln's Landbase CADD file will be used for ROW impact analysis)
- Calculation of drainage areas and pipe sizes for major drainage ways based on the proposed alignment and profile
- Concept level line and grade
- Concept level cost estimates that include construction, ROW and utilities
- Traffic certification and determination of how traffic will be maintained during construction
- Results of the conceptual engineering as well as the location of environmental resources plotted on a base map
- Concept level construction limits
- Information necessary to complete the environmental document

g. Conceptual Evaluation

The Consultant will work with the City to identify project junctions, develop evaluation criteria, and rank the alternatives based on performance and acceptance.

The Concept design task will be coordinated with the NEPA process. Concept layouts on aerial photography for the build alternatives will be prepared for review by the City and other agencies. Concept design will be completed to approximately 10% of the overall design effort and include concept level limits of construction based on available contour data. The Consultant will prepare design memorandum with project criteria and design standard information for submittal and agreement by the City's Project Manager. An opinion of probable construction costs will also be prepared.

TASK 9 GEOTECHNICAL EVALUATION (TO BE ADDED BY SUPPLEMENTAL AGREEMENT)

TASK 10 NEPA ENVIRONMENTAL DOCUMENTATION AND REVIEW

The Environmental Document shall be prepared in accordance with the most current version of NDOR's Local Public Agency (LPA) Guidelines, and all applicable federal, state, and local environmental rules, regulations, and guidelines.

The City shall provide oversight and/or review of the major deliverables, including:

- Project Description/Limits of Construction

Project No.: HSIP-5253(1)

Control No.: 13227

Location: N. 66th Street & Fremont Street – Lincoln, NE
Preliminary Design

Exhibit A
Sheet 7 of 15

- Activity Checklist and Agency Concurrence Request Letters
- Purpose and Need
- Alternatives Considered
- NDOR Forms and Final Deliverables

Assumptions for level of NEPA documentation

For this project, the City and the Consultant agree that a Categorical Exclusion (CE) will be the required level of NEPA documentation. Therefore, in general, the scope of services described below will be for the Consultant to prepare the NDOR CE Form and supporting information. If NDOR determines that the project will qualify as a Programmatic Categorical Exclusion (PCE) instead of a Categorical Exclusion, then the Consultant will complete the PCE Form instead of the CE Form. Based on current NDOR expectations, the level of effort required to document a PCE is similar to that required for a CE; the only difference being that final approval will be from NDOR instead of FHWA. In addition to preparing the CE Form, the Consultant will produce supporting information (e.g. maps, figures, concurrences) attached to the CE Form, or to place into the Project File as referenced in the NEPA document. Anything beyond a CE will require additional scope and fee.

a. Environmental Study Area

The Consultant will define the Environmental Study Area and prepare an aerial location map showing the Environmental Study Area.

b. General Resource Review

Using the appropriate NDOR guidelines, the Consultant will review all resources on the CE Form. Some resources will require more evaluation than others will. At a minimum, the following resources are considered to require evaluation: hazardous materials, required right-of-way acquisition and easements (temporary and permanent), Section 4(f) resources (e.g. parkland and wildlife refuges), Section 6(f) resources, Section 106, wetlands, streams, floodplain, threatened and endangered species (provided by NDOR), and farmland. Detailed descriptions of the scope required for specific resources are provided below.

c. Supplemental PCE/CE Environmental Review Form

Using NDOR's Supplemental PCE/CE Environmental Review Form, the Consultant will submit the following information to NDOR prior to submittal of the CE Form:

- Hazardous Materials Technical Review (HMTR)

The Consultant will complete a HMTR within the Environmental Study Area to identify conditions that indicate an existing release, a past release, or a material threat of a release, of any hazardous substances or petroleum products into structures adjacent to the property or into the soils, groundwater, or surface water.

The HMTR will include a regulatory file review (local, state and federal agencies). The purpose of this review will be to identify sites within the Environmental Study Area (at a minimum, one tenth of a mile (1/10) on either side of the project's centerline) that present a Recognized Environmental Condition (REC). Any sites identified within the 1/10 mile distance from the Environmental Study Area during the file review will be assessed for their potential impact on the project, and discussed in the NEPA document.

The HMTR will include (1) conducting a study of the Environmental Study Area for local, state, and federal environmental database records; (2) conducting a windshield site reconnaissance survey; (3) reviewing readily available aerial photographs; (4) conducting interviews with local agencies and regulators, if necessary; and (5) preparing a written technical memorandum of the findings.

The HMTR will be submitted to NDOR with the Supplemental Form PCE/CE Form for review and approval by NDOR. NDOR will prepare an approval memo that will be included as an appendix to the NEPA document, with the findings of the HMTR summarized in the main body of the NEPA document. The HMTR and any supporting information will be included in the project file.

- Section 6(f)/Section 4(f)

The Consultant will research and document whether or not Section 6(f) resources are present in the Environmental Study Area (i.e. properties funded in part by Land and Water Conservation Act funds).

The Consultant will research and document whether or not Section 4(f) resources are present in the Environmental Study Area (i.e. wildlife refuges, public parks and recreation areas).

For this project, it is expected that a minimal level of effort will be required for Section 6(f)/4(f) resources (i.e. public parks and recreation area). This effort will be limited to documenting the property boundaries of nearby resources, and assessing the potential temporary impacts from construction. If there are permanent impacts from right-of-way acquisition, then additional scope and fee would be required to complete this additional documentation.

- Floodplain

The Consultant will document whether or not the Environmental Study Area crosses any mapped Federal Emergency Management Agency (FEMA) floodplains. A copy of the most recent FEMA Flood Insurance Rate Map (FIRM) will be submitted that shows the limits of the proposed project in relation to any mapped floodprone areas.

For this project, there are no floodplains in the study area, and other than providing a map of the Environmental Study Area with nearby floodplains, no further documentation, permitting, or floodplain coordination is expected.

- Wild and Scenic Rivers

The Consultant will document that the proposed project does NOT occur in Blaine, Boyd, Brown, Cedar, Cherry, Dixon, Garfield, Holt, Hooker, Keya Paha, Knox, Loup, Rock, Sheridan, Sioux, or Thomas Counties.

- Farmland

The Consultant will document that the Environmental Study area does not cross any areas of prime farmland, and will submit relevant information documenting the urban nature of the study area to NDOR.

For this project, no further coordination with NRCS is expected.

- d. Right-of-Way, Relocations, Utility Coordination

The Consultant will document any right-of-way acquisition, temporary or permanent easements, relocations, and utility coordination. Impacts to businesses, both temporary and permanent from the proposed project will be documented, and any utility relocations or coordination will be documented as well. Specific environmental commitments for additional coordination and impact minimization will be included in the CE Form, and ultimately the Green Sheets for construction.

- e. Socio-Economic Impacts

The Consultant will document any impacts to the community at large, businesses, the local economy, emergency services, schools, pedestrians, bicyclists, transit, and religious institutions. Specific environmental commitments for additional coordination and impact minimization will be included in the CE Form, and ultimately the Green Sheets for construction.

Using the Environmental Justice (EJ) and Limited English Proficiency (LEP) Memorandum prepared by NDOR, the Consultant will assess impacts to minority and low-income populations, as well as LEP individuals and populations. Specific environmental commitments for additional coordination and impact minimization will be included in the CE Form, and ultimately the Green Sheets for construction.

For this scope, no LEP or EJ accommodations are expected, and no additional effort is assumed for the CE Documentation or Public Involvement Tasks.

- f. Section 106 of the Historic Preservation Act

NDOR-Highway Archeology will conduct a survey of historical properties along the project corridor. The Consultant and NDOR will define an Area of Potential Effect (APE) to assess potential impacts to those properties listed or eligible for listing on the National Register of Historic Places (NRHP). NDOR and the Consultant, in cooperation with FHWA, may coordinate with the State Historic Preservation Officer (SHPO) to concur on the results of the survey. The Consultant will prepare a SHPO Concurrence letter per NDOR guidelines that describes the proposed project, impacts to historic properties, and efforts to avoid or minimize these impacts. The SHPO letter will be submitted to NDOR for review and approval. NDOR will then submit to FHWA who will forward to it to the SHPO for concurrence. Any mitigation measures or commitments from the letter will be included in the CE and ultimately the Green Sheets for construction.

For this project, no adverse effects are anticipated; therefore, no additional effort is anticipated to prepare a Memorandum of Agreement (MOA) or any Section 4(f) documentation. If there are adverse effects, the additional scope and fee would be required to complete this additional documentation.

g. Threatened and Endangered Species Review

Consultant will prepare the Biological Evaluation (BE) Concurrence Request letter for submittal to NDOR. The BE letter will include the project description, habitat impacts, activity checklist, and Wetland Review Memorandum (see below). NDOR's concurrence on the on the BE letter and General Conservation Conditions will be included in the CE form. Specific environmental commitments for additional coordination and impact minimization will be included in the CE Form, and ultimately the Green Sheets for construction.

For this project, no adverse effects to Threatened and Endangered species are anticipated; therefore, no additional effort is anticipated. If there are adverse effects, the additional scope and fee would be required to complete this additional documentation.

h. Wetland and Stream Delineation

The Consultant will prepare a Wetland Review Memorandum, documenting the urban nature of the Environmental Study Area, and verifying the absence of any wetlands or streams. The memorandum will consist of a description of the study area, a map showing the project limits, a topographic map, an aerial photograph, and ground-level photographs. The Wetland Review Memorandum will be submitted to NDOR for review and approval.

i. Water Quality

The Consultant will prepare a map showing the location of groundwater wells and Wellhead Protection Areas (WHPA) in relation to the Environmental Study Area. Water quality impacts from construction activities will be assessed and documented in the CE Form. Specific environmental commitments for additional coordination and impact minimization will be included in the CE Form, and ultimately the Green Sheets for construction.

For this project, it is known that there are no WHPA's; therefore, no special provisions will be required.

j. Construction Impacts

The Consultant will assess potential construction impacts, both temporary and permanent, that are not specifically addressed in other sections of the CE Form. These may include detours, maintenance of traffic, and temporary or permanent access changes; impacts to schools, businesses, special events, bicyclists, and pedestrians; and impacts to adjacent roadways. Specific environmental commitments for additional coordination and impact minimization will be included in the CE Form, and ultimately the Green Sheets for construction.

k. Public Involvement

For the CE Form, the Consultant will use the documentation completed in Section 6 of this scope of services for the public involvement process.

l. Aesthetics and Other Values

The Consultant will assess and document potential impacts to other resources, including visual aesthetics and multiple-use opportunities. Specific environmental commitments for additional coordination and impact minimization will be included in the CE Form, and ultimately the Green Sheets for construction.

m. Permitting

The Consultant will document the anticipated permits required for the proposed project and include supporting concurrence, coordination, or other information as necessary for each anticipated permit.

n. Documentation and Revisions

Consultant will complete the CE Documentation Form, including Project Description, Purpose and Need Statement, Alternatives Considered, basic project information, project maps, and other supplemental information such as resource agency correspondence. The Consultant will compile all commitments from elsewhere within the CE Form into one location, determine the responsible parties for each, and include these in the CE Form. Consultant will submit the CE Documentation Form and attachments first to the City for

review, and then to NDOR and FHWA for review and approval. Based on current NDOR processes, this scope includes three reviews by NDOR and one review by FHWA.

Understandings and Assumptions for the environmental documentation tasks

- Air Quality Impact Analysis.
Due to anticipated traffic volumes to be substantial below 100,000 vehicles per day, no effort is assumed to perform an Air Quality Impact Analysis. If requested, this service can be added by supplemental agreement.
- Noise Study.
Per NDOR Noise Analysis and Abatement Policy (www.dor.state.ne.us/projdev/docs/noise-pol.pdf), a noise study is not anticipated and no effort is assumed. If requested, this service can be added by supplemental agreement.

TASK 11 PRELIMINARY DESIGN

This task will advance a single concept through preliminary design.

a. Video / Photo Log

The Consultant shall prepare a video and still photo log to be used to document preconstruction conditions.

b. Design Criteria

The Principal Controlling Design Criteria DR form 190; attachment "A" will document the design criteria for the project.

c. Preliminary Title Sheet:

- Project name, location and control number.
- Design standard
- Design traffic data
- Design speed
- Legend
- Index of sheets
- Project length
- Location map
- North arrow
- Miscellaneous notes, i.e. referencing the 2007 NDOR Standard Specifications for Highway Construction.

d. Typical Section Sheets

Typical cross-sections will be developed which accurately represents the lane width, depth of surfacing, curbs, shoulder widths, side slopes, lateral obstacle clearances and sidewalks. A legend will be placed on the plans detailing the information shown in the typical cross-sections. Typical cross-sections will be developed for the total length of the project as noted on the Title Sheet and for any improvements involving surfacing and a vertical and horizontal alignment (trails, frontage roads, etc.).

e. Aerial Photo Sheets \ Wetland Sheets (2A/2W)

- f. Sheets will show the pavement outline, north arrow, scale and identify potential wetlands, if necessary. This sheet will also include project build alternatives with limits of construction, right-of-way lines from the City of Lincoln's landbase CADD file and property owner names adjacent to the project limits. Plan and profile sheets Plans will show the following information:

- Vertical and horizontal curve information
- Roadway stationing
- Roadway grades
- Existing topography (manmade and natural)
- Existing known above and below ground utilities
- North Arrow / Scale
- Elevations of the existing roadway along centerline and finished grade elevations
- Limits of Construction
- Improvements to intersections and drives
- Existing right of way

g. Storm Drainage Cross Sections

Project No.: HSIP-5253(1)

Control No.: 13227

Location: N. 66th Street & Fremont Street – Lincoln, NE

Preliminary Design

The plans will include existing and proposed drainage structures with surface and invert elevations.

h. Roadway Cross-sections

These plans are to show the existing and proposed roadway cross-section, stationing, grade elevations, the location of the right of way, easements and utilities.

i. Construction / Drainage Sheets (2L)

The plans will have general drainage and construction notes for driveways and drainage structures.

j. Summary of Quantities

The Consultant shall prepare quantity estimates, (DR-342, 343E) for all construction and removal items on the plans and submit them to the LPA as follows:

Cost Update 1 (DR 342 & 343E) Status 30 Preliminary Plans

k. Plan-in-Hand Plans (30%)

All plan sheets will have the following information in a standard NDOR title block. The title block will show the QA/QC review was performed and the name of the individual who performed the review for the PE firm. The work items to be completed and the level of detail at this stage of the design may be found on Checklist 06-10, Plan in Hand (30%) Review Checklist at the following website (<http://www.dor.state.ne.us/gov-aff/lpa/lpa-checklists/index.html>).

l. Plan-in-Hand Report

Within 2 weeks after the Plan-in-Hand, the Consultant shall prepare the Plan-in-Hand report and consolidate comments on one set of 1/2 size Plan-in-Hand plans.

Understandings and Assumptions for the preliminary design tasks:

- The Consultant will prepare project base files and plan sheets in accordance with the NDOR CADD standards.
- The Consultant shall prepare preliminary plans (30% and submit two (2) sets to the LPA three weeks prior to schedule date along with preliminary quantities with the appropriate forms filled out. This information shall also be provided electronically in a PDF format. The submittal must include 2A/2W's, typical sections, plan and profile with drainage and driveway build notes, and earth work summary, or 2L's (whichever is applicable), roadway cross-sections, wetland impacts, R.O.W. information (ownerships), and preliminary L.O.C.'s.
- Three weeks prior to Plan-in-Hand, the Consultant shall complete and submit to the LPA an avoidance and minimization analysis and preliminary estimate of wetland impact, if applicable.
- Scope changes, or adjustments to design criteria due to engineering or economic consideration, must be coordinated with the LPA, documented and approved in writing by the State.
- The Consultant shall reference all geometrics to the project centerline
- The Consultant shall attend the Plan-in-Hand field inspection with the LPA.
- The Consultant shall label the plans "Preliminary, Subject to Change" (see cell library, cell name PNF) until the Registered Engineer's seal and signature are added to the plans

TASK 12 FUNCTIONAL DESIGN (TO BE ADDED BY SUPPLEMENTAL AGREEMENT)

TASK 13 FINAL DESIGN (TO BE ADDED BY SUPPLEMENTAL AGREEMENT)

TASK 14 RIGHT-OF-WAY (TO BE ADDED BY SUPPLEMENTAL AGREEMENT)

TASK 15 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

a. QA/QC

The Consultant will provide a quality review before the Plan-in-Hand submittal. As part of this task, a copy of their QA/QC plan shall be provided to the RC at the start of the project. The Consultant will also submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.

b. Criteria Evaluation Creation

The Consultant will develop a listing of criteria to be used as a Consultant Evaluation by the City. The City will complete an evaluation following the PIH, PS&E submittals and at final project close-out.

TASK 16 PERMIT APPLICATIONS/AGREEMENTS (TO BE ADDED BY SUPPLEMENTAL AGREEMENT)

TASK 17 CONSTRUCTION PHASE (TO BE ADDED BY SUPPLEMENTAL AGREEMENT)

SHEET COUNT

Sheet Name	Sheet No.	Scale*	No. of Sheets	Plan-in-Hand 30%	Functional Plans 60%	Final 90%	Final PS&E 100%
Preliminary Title Sheet	1	N.T.S	1	X			
Title Sheet	Prepared by NDOR						
Typical Cross-Section Sheets	2-T	N.T.S	1	X			
Summary of Quantities Sheet	Prepared by NDOR						
Summary of Soil and Materials Information	2-K	N.T.S	N/A	N/A			
Aerial Photo \ Wetland Sheets	2-A / 2-W	1" = 50'	1	X			
Horizontal/Vertical Control Sheets	2-H	N.T.S					
General Notes Sheet	2-N	N.T.S					
Construction Phasing Plans	2-P	1" = 50'					
Geometric Sheets	2-L	1" = 20'					
Joints and Grades Sheets	2-L	1" = 20'					
Construction \ Drainage Sheets	2-L	1" = 20'	3	X			
Removal Sheets	2-L	1" = 20'					
Sediment and Erosion Control Sheets	2-L	1" = 20'					
Proposed Contour Sheets	2-L	1" = 20'					
Roadway Plan and Profile Sheets	3+	1" = 100'	2	X			
Traffic Control Sheets	3+	1" = 50'					
Pavement Marking & Signing Sheets	3+	1" = 50'					
Lighting Plan Sheets	3+	1" = 50'					
Earthwork Data Sheets	3+	N.T.S					
Storm Drainage Sections	3+	1" = 10'	2	X			
Box Culvert Special Plan	3+	N.T.S	N/A				
Additional Special Plans	Prepared by NDOR						
Right of Way Title Sheet	R-1	N.T.S					
Right of Way Summary Sheet	R-2	N.T.S					
Right-of-Way Plans	R-	1" = 20'					
Roadway Cross-Section Sheets	X-	1" = 10'	5	X			
* Note: Scale is for a full size plot							

GENERAL INFORMATION

The Consultant shall prepare and submit the following items to the RC:

1. Technical memos for all pertinent meetings
2. Meeting minutes from all meetings
3. Traffic Analysis report for all intersections as requested
4. Drainage computations, culverts and storm drainage design
5. Miscellaneous correspondence and information related to the project
6. Summary of quantities
7. Permit applications
8. Special Provisions will be developed for items not covered in the 2007 edition of the Nebraska Department of Roads Standard Specifications and Special Provisions for Highway Construction.
9. Intersection Sight Distance Study for all side streets along the main roadway.

FORMAT OF PROJECT PLANS

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 100', and "2L" (enlarged detail) sheets on a scale of 1" = 50' or 1" = 20'.
2. All full-sized plan sheets must be 24" x 36". The border sheet information is on the Department's website (See Sheet 2). The border will measure 20.9" x 31.7". All half-size plan sheets must be on 11" x 17" paper.
3. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
4. The Consultant shall follow the State's CADD drafting procedures and guidelines in preparing the project plans.
 - a. Sheets must be set up according to the State's procedures.

Project No.: HSIP-5253(1)

Control No.: 13227

Location: N. 66th Street & Fremont Street – Lincoln, NE
Preliminary Design

Exhibit A
Sheet 14 of 15

- b. File names must follow the State's CADD naming convention.
- c. Line weights, line styles, text size and leveling must follow the State's guidelines. The CADD files must also conform to the following standards and conventions:
- d. Working units must be:
 - 1. Master Units = Ft
 - 2. Sub Units = 1000 TH
 - 3. Position Units = 1
- e. Coordinates must be in the Nebraska Department of Roads State Plane Coordinate System. *Alternatively*, Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

CROSS-SECTIONS

1. The Consultant shall:
 - a. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
 - b. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
 - c. Stamp or plot in the upper right corner of each sheet the project number (no prefix), sheet number, the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H&V, or 1" = 20' H&V.
 - d. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
 - e. Plot the cross-sections so that there is room for the design cross-section. Do not overlap cross-sections.
 - f. Cut cross-sections at 25 foot intervals (maximum).
 - g. Plot a cross-section at each location where there may be a drainage structure needed and at driveways, intersections, guardrail grading break points, existing culverts, or other unusual features.
 - h. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
 - i. Plot drainage structure cross-sections at the following scales:
 - j. Storm Sewer 1" = 10' H&V.
 - k. Roadway Culverts 1" = 10' H&V.
 - l. Plot computer roadway cross-sections in the following manner:
 - i. Plot original ground with a dashed line.
 - ii. Plot design template with a solid line.
 - m. Indicate railroad right-of-way and highway right-of-way on cross-sections.
 - n. Plot the right-of-way and easements on each cross section.
 - o. Label the cut and fill quantities for each section.

ANTICIPATED SCHEDULE

1. Notice to proceed	September 2, 2013
2. SHPO/BE Submittal	week of September 16, 2013
3. Topographic Survey Complete	week of September 23, 2013
4. Traffic Analysis/Concept Development Complete	week of November 11, 2013
5. Progress Meeting #1	week of November 11, 2013
6. Public Meeting	week of November 25, 2013
7. First Submittal/30% Plans Submittal	week of December 16, 2013
8. Plan-in-Hand Meeting/Review Meeting #1	week of January 6, 2014
9. Negotiate Scope/Fee for Functional Design	week of January 13, 2014
10. Categorical Exclusion Submittal #1	week of February 17, 2014
11. Progress Meeting #2	week of February 24, 2014
12. Categorical Exclusion Submittal #2	week of March 31, 2014
13. Negotiate Scope/Fee for Final Design	week of April 14, 2014
14. Categorical Exclusion Submittal #3	week of May 12, 2014
15. Categorical Exclusion Approval	week of June 16, 2014
16. NTP for Final Design	week of June 23, 2014

Note: Consultant evaluation using DR 54 Form will be completed to correspond to major milestone deliverables noted in previous sections of this Scope of Services.

Preliminary and Final Design Final Hours

Project Name:	N 62nd & Fremont Street Safety Project
Project Number:	13227
Control Number:	13227
Location (City, County):	Lincoln, Lancaster
Firm Name:	Atkins Research & Company
Consultant Project Manager:	Anthony Davis
Phone/Email:	W. (402) 479-2200 C. (402) 420-0576 / adavis@atkins.com
LPA Responsible Charge:	Paula Tipton
Phone/Email:	402-441-2711 / paula.tipton@lincoln-ne.gov
NDOR Project Coordinator:	Rafaela Tipton
Phone/Email:	402-479-3643 / rafaela.tipton@lincoln-ne.gov
Date:	August 5, 2013

TASKS	PERSONNEL CLASSIFICATIONS											Total
	PM	SR ENG	ENG	DES	SR ENV	ENV	P	SCC	STECH	GT	CLER	
For Preliminary & Final Design												
I. Project Management												
a. Project Management	48											48
b. Coordination with Others	4		8									12
c. Design Management	1		4									5
II. Technical Services												
a. Kick-Off Meeting	3	3	3		3							12
b. Progress Meetings	5		17									22
c. Review Meetings	4		4									8
d. Plan-in-Hand	4		8		4							16
III. Engineering												
a. Topographical Survey			4					20	20			44
b. Base Map Preparation												
c. Horizontal Control												
d. Vertical Control												
e. Locate Section Corners												
f. Bench Level Run												
g. Utility Locates												
IV. Planning & Design (Not related with subproject)												
a. Right-of-Way Survey								4	2			6
b. Right-of-Way Survey												
c. Utility Location / Verification	1		6									7
d. Utility Plan Submittals			1	2								3
V. Public Involvement												
a. Public Involvement Plan	1							4				5
b. Key Stakeholder Outreach	4							13				17
c. City Council / County Board	1											1
d. Open Houses	3		1	8				24				36
e. Webinars / Information Materials	1		6	12				30				49
f. Final Public Involvement Documentation	1		1					10				12
VI. Environmental & Engineering Analysis												
a. Hydraulic / Hydrologic Analysis			3	1								4
b. Preliminary Drainage Studies												
VII. Traffic Engineering												
a. Traffic Data - All hour		2	6	4								12
b. Traffic Data - Peak hour		2	12									14
c. Projected Peak Traffic		2	4									6
d. Traffic Analysis		12	20									32
e. Conceptual Alternatives	2	4	8	16								36
f. Conceptual Engineering	2	14	48	40								104
g. Conceptual Evaluation	4	4	8									16
VIII. Design & Construction												
a. Data Research												
b. Design Recommendations												
c. Geotechnical Report												
d. Pavement Determination												
e. 2x4 sheets												
IX. Environmental Review & Compliance												
a. Environmental Study Area						2	6					8
b. General Resource Review						5	26					31
c. Supplemental NEPA/CEQ Environmental Review						6	40					46
d. Right-of-Way, Relocations, Utility Coordination						3	14					17
e. Socio-Economic Impacts						3	12					15
f. Section 106 of the National Historic Preservation Act						3	8					11
g. Threatened & Endangered Species						2	5					7
h. Wetland & Stream Delineation						2	5					7
i. Water Quality						2	2					4
j. Construction Impacts						3	12					15
k. Public Involvement						2	8					10
l. Aesthetics & Other Values						2	8					10
m. Permitting						2	6					8
n. Documentation & Reviews						12	60					72
X. Construction Management												
a. Video / Photo Log			4	2								6
b. Design Criteria												
c. Preliminary Title Sheet												
d. Typical Section Sheets			1	4								5
e. Aerial Photo Sheets / Wetland Sheets (SAGW)			1	4								5
f. Plan and Profile Sheets			2	9								11
g. Storm Drainage Cross Sections			1	5								6
h. Roadway Cross Sections			4	10								14
i. Construction / Drainage Sheets			2	4								6
j. Summary of Quantities			2	4								6
k. Plan-in-Hand Plans (PDP)		2	4	6								12
l. Plan-in-Hand Report			8	8								16
XI. Construction Management (Not related with subproject)												
a. Horizontal / Vertical Control Sheets												
b. General Notes Sheets												
c. Construction Phase Plans												
d. Geometric Sheets												
e. Utilities and Grades												
f. Construction / Drainage Sheets												
g. Horizontal Sheets												
h. Right-of-Way and Erosion Control												
i. Permanent Markings / Signs												
j. Temporary Markings / Signs												
k. Proposed Corbours												
l. Plan and Profile Sheets												
m. Utility Plan Sheets												
n. Culvert & Storm Sewer Cross Sections												
o. Stormwater Cross Sections												
p. Summary of Quantities												
q. Functional Plans												
XII. Final Design (Not related with subproject)												
a. Final Plans												
b. Draft P&E												
c. Final P&E												
d. Special Provisions												
XIII. Construction Management (Not related with subproject)												
a. Construction Plans												
b. Design												
c. Approval Plans												
d. Horizontal Plans												
e. P&E Right-of-Way Plans												
f. Right-of-Way Estimate												
XIV. Construction Management (Not related with subproject)												
a. Quality Assurance / Quality Control												
b. Evaluation Criteria Creation												
XV. Construction Management (Not related with subproject)												
a. Permit Applications / Approvals												
Grand Total												
PM	108	48	30	140	20	210	47	41	41	41	41	500
SR ENG	108	41	20	100	10	10	10	10	10	10	10	200
ENG	108	41	20	100	10	10	10	10	10	10	10	200
DES	108	41	20	100	10	10	10	10	10	10	10	200
SR ENV	108	41	20	100	10	10	10	10	10	10	10	200
ENV	108	41	20	100	10	10	10	10	10	10	10	200
P	108	41	20	100	10	10	10	10	10	10	10	200
SCC	108	41	20	100	10	10	10	10	10	10	10	200
STECH	108	41	20	100	10	10	10	10	10	10	10	200
GT	108	41	20	100	10	10	10	10	10	10	10	200
CLER	108	41	20	100	10	10	10	10	10	10	10	200

CLASSIFICATIONS*												
PM	Project Manager											
SR ENG	Senior Engineer											
ENG	Engineer											
DES	Designer / Technician											
SR ENV	Senior Environmental Scientist											
ENV	Environmental Scientist											
P	Public Involvement Coordinator											
SCC	Survey Crew Chief											
STECH	Survey Technician											
GT	Geotechnical Technician											
CLER	Clerical											

Preliminary and Final Design Labor Rates

Project Name:	N 66th & Fremont Street Safety Project
Project Number:	HSIP-5253(1)
Control Number:	13227
Location (City, County):	Lincoln, Lancaster
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Anthony Dirks
Phone/Email:	W: (402) 479-2200 C: (402) 429-5578 / adirks@benesch.com
LPA Responsible Charge:	Kent Evans
Phone/Email:	402-441-7711 / kevens@lincoln.ne.gov
NDOR Project Coordinator:	Raitis Tigeris
Phone/Email:	402-479-3843 / raitis.tigeris@nebraska.gov
Date:	July 12, 2013

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PM	Project Manager	56	\$50.00	\$2,800.00
SR ENG	Senior Engineer	199	\$48.50	\$9,651.50
ENG	Engineer	132	\$39.60	\$5,227.20
DES	Designer / Technician	188	\$23.60	\$4,436.80
SR ENV	Senior Environmental Scientist	44	\$41.00	\$1,804.00
ENV	Environmental Scientist	220	\$23.25	\$5,115.00
PI	Public Involvement Coordinator	84	\$26.45	\$2,221.80
SCC	Survey Crew Chief	28	\$26.50	\$742.00
S TECH	Survey Technician	56	\$18.80	\$1,052.80
GT	Geotechnical Technician		\$18.00	
CLER	Clerical	16	\$16.30	\$260.80
TOTALS		1023		\$33,311.90

Overhead Rate: 160.76%
Fixed Fee: 12.95%

Blended Rates Worksheet

STAFFING PLAN		
EMPLOYEE NAME	SALARY RATE	% ASSIGNED
Project Manager		
Anthony Dirks	\$50.00	100.0%
Senior Engineer		\$50.00
Jim Jussel	\$48.50	100.0%
Engineer		\$48.50
Steve Irons	\$43.50	75.0%
Austin Yates	\$27.90	25.0%
Designer / Technician		\$39.60
Don Butler	\$23.60	100.0%
Senior Environmental Scientist		\$23.60
Craig Mielke	\$41.00	100.0%
Environmental Scientist		\$41.00
Jessica Engelbart	\$21.70	50.0%
Brian Feltin	\$30.00	30.0%
Zach Kresl	\$17.00	20.0%
Public Involvement Coordinator		\$23.25
Stephanie Rittershaus	\$31.80	50.0%
Alissa Prochaska	\$21.10	50.0%
Survey Crew Chief		\$26.45
John Egger	\$26.50	100.0%
Survey Technician		\$26.50
Joe Haas	\$18.80	100.0%
Geotechnical Technician		\$18.80
	\$18.00	100.0%
Clerical		\$18.00
Angie Maxon	\$16.30	100.0%
		\$18.30

Preliminary and Final Design Cost by Task

Project Name:	N 66th & Fremont Street Safety Project
Project Number:	HSIP-5253(1)
Control Number:	13227
Location (City, County):	Lincoln, Lancaster
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Anthony Dirks
Phone/Email:	W: (402) 479-2200 C: (402) 428-5578 / adirks@benesch.com
LPA Responsible Charge:	Kent Evans
Phone/Email:	402-441-7711 / kevens@lincoln.ne.gov
NDOR Project Coordinator:	Raitis Tigeris
Phone/Email:	402-479-3843 / raitis.tigeris@nebraska.gov
Date:	August 30, 2013

Tasks	Total Hours	Direct Labor Cost	Overhead 180.76%	Fixed Fee 18.30%	Total Project Cost
For Preliminary & Final Design					
1. Project Management	73	\$3,255.60	\$5,233.70	\$1,120.59	\$9,609.89
2. General Project Meetings	59	\$2,386.60	\$3,836.70	\$821.48	\$7,044.78
3. Topographic Survey	72	\$1,621.60	\$2,606.88	\$558.16	\$4,786.64
4. Right-of-Way Survey (To be added with a					
5. Utility Coordination	11	\$390.70	\$628.09	\$134.48	\$1,153.27
6. Public Involvement	125	\$3,632.35	\$5,839.37	\$1,260.27	\$10,731.99
7. Drainage Analysis	4	\$142.40	\$228.92	\$49.01	\$420.33
8. Traffic Study	218	\$8,147.60	\$13,098.08	\$2,804.43	\$24,050.11
9. Geotechnical Evaluation (To be included					
10. Environmental Documentation	292	\$7,658.75	\$12,312.21	\$2,636.17	\$22,607.13
11. Preliminary Design	107	\$3,177.10	\$5,107.51	\$1,093.57	\$9,378.18
12. Functional Design (To be added with an					
13. Final Design (To be added with amendm					
14. Right-of-Way (To be added with amendr					
15. Quality Assurance / Quality Control	13	\$595.50	\$957.33	\$204.97	\$1,757.80
16. Permit Applications / Agreements (To b					
Direct Expenses					
TOTAL	874	\$31,008.20	\$49,848.78	\$10,873.12	\$91,730.10

Preliminary and Final Design Direct Expenses

Project Name:	N 66th & Fremont Street Safety Project
Project Number:	HSIP-5253(1)
Control Number:	13227
Location (City, County):	Lincoln, Lancaster
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Anthony Dirks
Phone/Email:	W: (402) 479-2200 C: (402) 429-5578 / adirks@benesch.com
LPA Responsible Charge:	Kent Evans
Phone/Email:	402-441-7711 / kevans@lincoln.ne.gov
NDOR Project Coordinator:	Railis Tigeris
Phone/Email:	402-479-3843 / railis.tigeris@nebraska.gov
Date:	July 12, 2013

Subconsultants:	Quantity	Unit Cost	Amount
Subtotal			

Printing and Reproduction:	Quantity	Unit Cost	Amount
50 - 34"x22" plan sheets plotted 2 times	100	\$1.50	\$150.00
50 - 11"x17" half size plan sheets plotted 10 times	500	\$0.08	\$40.00
5 displays, 32"x40"	44.44	\$1.70	\$75.55
500 black & white copies	500	\$0.08	\$40.00
100 color copies	100	\$0.20	\$20.00
Subtotal			\$325.55

Mileage/Travel:	Quantity	Unit Cost	Amount
Survey Vehicle Days	4	\$45.00	\$180.00
Subtotal			\$180.00

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Miscellaneous Postage, Mailing, Deliveries Etc.	1	\$250.00	\$250.00
Website Domain	1	\$135.00	\$135.00
Subtotal			\$385.00
TOTAL DIRECT EXPENSES			\$890.55

Preliminary and Final Design Project Cost

Project Name:	N 66th & Fremont Street Safety Project
Project Number:	HSIP-5253(1)
Control Number:	13227
Location (City, County):	Lincoln, Lancaster
Firm Name:	Alfred Benesch & Company
Consultant Project Manager:	Anthony Dirks
Phone/Email:	W: (402) 479-2200 C: (402) 429-5578 / adirks@benesch.com
LPA Responsible Charge:	Kent Evans
Phone/Email:	402-441-7711 / kevsans@lincoln.ne.gov
NDOR Project Coordinator:	Raitis Tigeris
Phone/Email:	402-479-3843 / raitis.tigeris@nebraska.gov
Date:	August 8, 2013

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Project Manager	100	\$50.00	\$5,000.00
Senior Engineer	49	\$48.50	\$2,376.50
Engineer	207	\$39.60	\$8,197.20
Designer / Technician	144	\$23.60	\$3,398.40
Senior Environmental Scientist	56	\$41.00	\$2,296.00
Environmental Scientist	243	\$23.25	\$5,649.75
Public Involvement Coordinator	87	\$26.45	\$2,301.15
Survey Crew Chief	24	\$26.50	\$636.00
Survey Technician	44	\$18.80	\$827.20
Geotechnical Technician		\$18.00	
Clerical	20	\$16.30	\$326.00
TOTALS	974		\$31,008.20

Direct Expenses:	Amount
Subconsultants	
Printing and Reproduction Costs	\$325.55
Mileage/Travel	\$180.00
Lodging/ Meals	
Other Miscellaneous Costs	\$385.00
TOTALS	\$890.55

Total Project Costs:	Amount
Direct Labor Costs	\$31,008.20
Overhead @ 160.76%	\$49,848.78
Total Labor Costs	\$80,856.98
Fixed Fee @ 13.20%	\$10,673.12
Direct Expenses	\$890.55
PROJECT COST	\$92,420.65

FEES AND PAYMENTS

EXHIBIT "B"

- A. **Payment Method.** Payment under this agreement will be made based on Actual Costs plus a Fixed Fee for profit.
- B. **Total Agreement Amount.** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$10,673.12 and up to a maximum amount of \$81,747.53 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$92,420.65. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any

subconsultant to exceed its negotiated fee estimate without prior written approval of the LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

G. Out of Scope Services and Consultant Work Orders. The LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the process set out below:

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#forms4. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

H. **Payments.** Payment for work under this agreement will be made based on actual costs plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

(b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices. The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for

mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
 - 2) The prevailing standard rate as established by the IRS.
- (b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.
- (c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- a) Employee is required to depart at or before 6:30 a.m., or
- b) Employee is on overnight travel.

Lunch:

- a) Employee must be on overnight travel. No reimbursement for same day travel.
- b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead

rate increases which occur during the project period will not be cause for an increase in the maximum amount established in this agreement.

- I. **Fee for Profit (Actual Cost Plus Fixed Fee).** The Fixed Fee for Profit was computed upon the negotiated direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "13.20%". Upon completion of the work under this agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. If all of the work under this agreement is not completed for any reason, fixed fee for profit will be adjusted based on the LPA's determination of the actual percentage of work completed.
- J. **Invoices and Progress Reports.** The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at: <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies4>. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed. Each monthly invoice must include a completed "Cost Breakdown Form" (see State's webpage at <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>) and must be substantiated by a progress report which is to include/address, as a minimum:
1. A description of the work completed for that period
 2. A description of the work anticipated for the next pay period
 3. Information needed from the LPA
 4. Percent of work completed to date
- Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.
- K. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the LPA and the State determine that the work has been properly completed. The State, on behalf of the LPA, will make a

reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

L. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

1. Project name/location, project number, control number, service provided, and agreement number.
2. All the work under this agreement has been completed and all required deliverables have been submitted to the LPA,
3. Consultant has no outstanding issues to be resolved regarding the work under this agreement.

In addition, the Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied.

M. **Final Payment.** Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

N. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

O. **Consultant Cost Record Retention.** The Consultant shall maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable

times during the agreement period and for three years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

EXHIBIT "C"
**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS
LPA PROJECTS**

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

\$ 1,000,000 Per Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Completed Operations Aggregate (if applicable)

\$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident
 \$100,000 Disease – Per Person
 \$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate

- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media
 \$25,000 Valuable Papers

Umbrella/Excess –

Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate

- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.